

TRIBUTION - 19 APRIL 1967
ance Center, USA (2)
Bureau, (NG-AFE) Wash
TAG, Camp Murray, Wash. (1)
F & A Branch
AFOCE-FS, Wash DC
Lessor
M & D Branch
Ogden Air Material Area, SUPPLEMENTAL AGREEMENT NO. 5
Hill AFB, Utah.
AF Plant Rep, Boeing Fld.
RE Files

Boeing Field, Wash.

Lease No. WA-45-108-ENG- 2039
Negotiated Lease

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 10th day of April, 1967, by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the authorized representative of the District Engineer executing this agreement, and KING COUNTY, a municipal corporation, whose address is County-City Building, Seattle, Washington 98104 hereinafter called the lessor, WITNESSETH That:

WHEREAS, On the 1st day of July, 1948, the parties hereto entered into Lease No. WA-45-108-ENG- 2039, covering the following described premises,

viz: That portion of the ground and buildings in the installation known as the Aircraft Factory School, identified as Buildings T-103, T-107, T-108, T-109, T-111, T-112, T-121, T-125, T-128, T-130, T-142, T-143, T-150, T-168 and T-178, together with the right of ingress and egress and joint use of existing sidewalks, roadways, fencing, gates and installed utility systems; all located on the land situated at the northwest end of Boeing Field bounded generally by Myrtle Street, Ellis Avenue and Elizabeth Street, City of Seattle, King County, Washington, and more specifically described in aforesaid lease; and

WHEREAS, On the 1st day of January, 1951, certain buildings were deleted, land area used re-defined to include an airplane parking area and rental changed accordingly by Supplemental Agreement No. 1; and

WHEREAS, On the 20th day of February, 1951, provision was made for use of the leased premises by the United States Air Force as well as the Washington State National Guard, by Supplemental Agreement No. 2; and

WHEREAS, On the 23rd day of June, 1952, provision was made to move the location of the Aircraft Parking Area approximately 200 feet south of the site as depicted on Sketch Map labeled Exhibit "C" to the lease, to a new location shown on "Exhibit C Revised"; and

WHEREAS, On the 1st day of October, 1956, the Aircraft Parking Area was deleted from the lease, rental payments were reduced accordingly, and the payment officer designation was changed; and

WHEREAS, It is found advantageous and in the best interests of the Government to modify the said lease for the following reasons: To extend the lease termination date from 30 June 1973 to 30 June 1998 with option for renewal for an additional twenty-five (25) year period.

~~NOW, THEREFORE, The said lease is hereby modified in the following particulars, but in no others:~~

NOW, THEREFORE, Effective 1 May 1967, for and in consideration of ONE AND NO/100 DOLLAR (\$1.00), receipt of which is hereby acknowledged, the said lease is hereby modified in the following particular, but in no others:

Paragraph 3 of said lease is hereby deleted in its entirety, and the following substituted therefor:

"To have and to hold the said premises with their appurtenances for the term beginning July 1, 1948 through 30 June 1949, provided that, unless and until the Government shall give notice of termination in accordance with Provision 10 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall extend to 30 June 1998 with option to renew for an additional 25 year period but shall in no event extend beyond 30 June 2023."

IN WITNESS WHEREOF, The parties hereto have executed this agreement as of the day and year first above written.

APPROVED AS TO FORM AND LEGALITY
Richard McLaughlin
Deputy Prosecuting Attorney
4-3-67
Date

KING COUNTY, a municipal corporation,

By: Robert T. O'Brien
Chairman of the Board

By: Ed Munro
Commissioner

By: [Signature]
Commissioner

THE UNITED STATES OF AMERICA,

Date: 19 APR 1967

By: Kevin Greenstreet
KELVIN GREENSTREET
Chief, Real Estate Division
Seattle District, Corps of Engineers

(If the Lessor is a corporation, the following certificate shall be executed by the secretary or assistant secretary.)

I, Ralph R. Stender, certify that I am the
Clerk of the Board of the municipal corporation named as
Lessor in the attached supplemental agreement; that John T. O'Brien,
Ed Munro, and John Spellman,
who signed said supplemental agreement on behalf of the Lessor, were then
members of the Board of County Commissioners of said municipal corporation;
that said supplemental agreement was duly signed for and in behalf of said
municipal corporation by authority of its governing body, and is within the
scope of its corporate powers.

Ralph R. Stender (CORPORATE)
Clerk of the Board (SEAL)

STATE OF WASHINGTON)
County of KING) ss.

On this 10th day of April, A.D. 1967,
before me personally appeared

John T. O'Brien, Ed Munro,
and John D. Spellman, to me known to be the Board
of County Commissioners and Ralph R. Stender, Clerk of the Board, respectively,
of King County, Washington, the municipal corporation that executed the
within and foregoing instrument, and acknowledged the said instrument to
be the free and voluntary act and deed of said municipal corporation, for
the uses and purposes therein mentioned, and on oath stated that they were
authorized to execute the said instrument and that the seal affixed is the
official corporate seal of said municipal corporation.

In witness whereof, I have hereunto set my hand and affixed my official
seal the day and year first above written.



Chris J. Loutaris
Notary Public in and for the State of WASHINGTON
Residing at Carnation

